



## Snow Clearing

RFP Release date: October 13, 2024

RFP Due Date: October 28, 2024 at 3:00PM

### **Introduction**

Troy Community Land Bank Corporation (“TCLB”) invites you respond to this Request for Proposals (“RFP”) for the 2024-2025 SEASON (November 1 2024, – May 1, 2025) to maintain TCLB-owned properties located in Troy NY. The number of sites is currently 14, several are vacant lots. A list is attached In the Bid Form. Sites needing Snow Clearing. Sites can and will change throughout the season, but all sites will continue to be located within Troy.

The TCLB was established in 2016 by the City of Troy to facilitate the process of acquiring, improving, and redistributing tax-foreclosed, vacant or abandoned properties. TCLB is a local public authority, established as a land bank by the Empire State Development Corporation, the TCLB is committed to redeveloping vacant, abandoned, and under-utilized properties through community partnerships and strategic planning.

### **Summary**

The TCLB is seeking bids on a per storm basis to perform Snow clearing from sidewalks and stairs. Clearing is limited to the front sidewalk and front stairs. Salt should be applied after each clearing. A storm is defined by an event that produces an accumulation of at least 2 inches of snow or a layer of ice.

### **Schedule**

All snow clearing should be performed by 10 am the day after a storm.

### **Access**

All sites are vacant, gate keys (where needed) will be provided.

### **Billing and Payment**

Invoices should be submitted monthly and will be paid within 5 business days of receipt.

**Proposals are due electronically (complete attached bid form with (Copy of insurance) or to our office at 415 River St, Suite 101 Troy NY 12180 no later than Monday, October 28, 2024 at 3pm**



**Submit proposals electronically to the attention of Brad Lewis at:  
Brad.Lewis@troycommunitylandbank.org**

Awarded contractor must be approved by the Troy Community Land Bank

Work should begin as soon as necessary after award has been approved.

#### Proposal Requirements

- Complete and submit **Bid Form**
- Initial Disclosure Form **Exhibit A**
- Legal Status Form **Exhibit B**
- Insurance **Exhibit C**
- Non-Collusion Affidavit **Exhibit D**
- IRAN DIVESTMENT ACT CERTIFICATION **Exhibit E**

#### **PROPOSAL EVALUATION**

A. Proposals will be reviewed by members of the TCLB. Evaluation and selection will be based upon the following criteria (not listed in any particular order):

- Completeness of response
- Price
- Ability to meet delivery requirements or project schedule
- Experience

#### **QUESTIONS**

Questions regarding this RFP must be submitted to Brad Lewis,

Brad.lewis@troycommunitylandbank.org, (518) 279.6631 x 1

All questions are due October 21st. All Answers to questions will be posted to our website October 22<sup>nd</sup> on the “work with us” page.

#### **RFP Notification and Legal Disclosures**

Those submitting proposals do so entirely at their own expense. All Proposals received in response to this RFP is subject to the conditions of this RFP. TCLB, in its sole discretion, reserves the right to modify any matter contained in this RFP; cancel or suspend this RFP or to reject any or all Proposals received in response to this RFP; decide whether a Proposal does or does not substantially comply with the submittal requirements and procedures described in this RFP; waive minor informalities of any Proposal; obtain clarification or additional information to properly evaluate a Proposal; obtain references regarding any Respondent’s past performance from any source; and negotiate a contract with the successful Respondent. Neither issuance of this RFP nor evaluation of any Proposal(s) obligates TCLB to award a contract from this RFP.



All Proposals received in response to this RFP will become the property of TCLB and will be subject to disclosure pursuant New York State Law, except those portions of a Proposal that a Respondent requests exemption from disclosure consistent with New York State Law. TCLB will take reasonable measures to hold in confidence all Proposal contents but shall not be liable for the release of any information when required by law or court order.

The contents of this RFP, any subsequent correspondence related to contract negotiations, and such other stipulations as agreed upon may be made a part of the final contract or agreement developed by TCLB. After award, the any agreements between TCLB and the successful Respondent will be a public document and not part of any agreement can be designated as “Confidential” unless permitted otherwise by law.



**BID FORM (Three Pages)**

The following price is submitted for all work covered by the bid documents

Address	Price per storm	Address	Price per storm
785 River St		3209-3211 7th ave	
834-836 River St		17 park ave	
871,879,881 River St and 102 W. Glen Ave		32 glen ave	
3229 6th ave		7,9 park ave	
3230 6th ave		3215 6th ave	
3240-3242 6th ave		791 river st	
3340 6th ave		140 president st	

SIGNING BELOW SIGNIFIES ACCEPTANCE TO ALL TERMS AND CONDITIONS.

NO OTHER DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS SHALL APPLY UNLESS AGREED TO IN WRITING BY THE AUTHORIZED SIGNATORIES OF BOTH PARTIES.

**WBE/MBE/SDVOB Policy** It is the policy of the Land Bank that Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE) and Service and Disabled Veterans owned businesses (SDVOB) are afforded the maximum opportunity to take part in the performance of contracts. It is also the Land Bank's goal to award Procurement Contracts to those procurement contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment.

**Affirmative Action** As required by Executive Law § 312, and in compliance with the Land Bank's procurement policy, any contractor awarded a procurement contract in excess of \$25,000 for services rendered to the Land Bank must acknowledge this affirmative action policy and agree to implement the same by making every reasonable effort to award any subcontracts (none of hereby authorized) to MBEs and WBEs and to utilize minority and labor in the performance of any



agreement that is awarded to the contractor. Specifically, any contractor awarded a contract more than \$25,000 dollars will be expected to abide by the following provisions:

The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading's, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. At the request of the contracting agency, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.

The contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the MWBE and/or SDVOB Threshold Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

**Non-Discrimination Policy** In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment. **Indemnification:** The successful contractor shall defend, indemnify and save harmless the Land Bank, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

**Additional Terms:** All materials submitted in response to this RFP will become the property of the Land Bank. Submission of a proposal in response to this RFP shall constitute an offer on the part of the successful proposer to execute a Contract substantially as described herein. News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the Land Bank.

All proposals submitted to the Land Bank in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York ("FOIL"). An individual or firm submitting a proposal may provide in writing,



at the time of its submission, a detailed description of the specific information contained in its submission which has been determined is a trade secret and which, if disclosed, would substantially harm such proposer's competitive position. This characterization shall not be determinative but will be considered by the Land Bank when evaluating the applicability of any exemptions in response to a FOIL request. Invoicing will occur monthly, with detail of sites and dates work is completed attached.

Submitted by:

Company Name \_\_\_\_\_ Email Address \_\_\_\_\_

Signature \_\_\_\_\_ Phone Number \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Business Address \_\_\_\_\_

Please provide name and phone number of two business references if you have not previously worked with the TCLB.

1. Name: \_\_\_\_\_ Company: \_\_\_\_\_ Phone \_\_\_\_\_

2. Name: \_\_\_\_\_ Company: \_\_\_\_\_ Phone \_\_\_\_\_

**EXHIBIT A INITIAL DISCLOSURE FORM**

*This form must be signed and returned with proposal*



**1. Exceptions to the RFP** (Please check one of the following)

\_\_\_\_\_ This Proposal does not take exception to any requirement of the RFP, including but not limited to any of the terms of any contracts that are a part of this RFP

\_\_\_\_\_ This Proposal does take exception to requirements of the RFP or terms of any contracts contemplated thereby. The specific exceptions are listed in a separate attachment.

**2. State Debarment List**

Is the Respondent on the State of New York's Debarment List?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

**3. Occupational Safety and Health Law Violations**

Has the Respondent or any firm, corporation, partnership or association in which it has an interest

- (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the Proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the Proposal ?

\_\_\_\_\_ Yes If "yes," attach a sheet fully describing each such matter.

\_\_\_\_\_ No

**4. Arbitration/Litigation**

Has either the Respondent or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

\_\_\_\_\_ Yes If "yes," attach a sheet fully describing each such matter.

\_\_\_\_\_ No



**5. Criminal Proceedings**

Has the Respondent or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?

\_\_\_\_\_ Yes If "yes," attach a sheet fully describing each such matter.

\_\_\_\_\_ No

**6. Ethics and Offenses in Public Projects or Contracts**

Has the Respondent or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of Proposals or bids or the performance of work on public works projects or contracts?

\_\_\_\_\_ Yes If "yes," attach a sheet fully describing each such matter.

\_\_\_\_\_ No

**NOTE:**

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE RESPONDENT'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

Firm Name: \_\_\_\_\_ Address \_\_\_\_\_

Signed By: \_\_\_\_\_ Title \_\_\_\_\_

Date: \_\_\_\_\_ Telephone # \_\_\_\_\_

\* The signatory must be an authorized representative of the Respondent with full power and authority to execute this Disclosure Form.

\_\_\_\_\_  
**Signature**





**EXHIBIT B LEGAL STATUS FORM**

***This form must be signed and returned with the Proposal***

***Please fully complete the applicable section below, attached a separate sheet if you need additional space, and sign this form. This form must be signed and returned with the Proposal.***

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the Respondent's regular employees regularly in attendance to carry on

the Respondent's business in the Respondent's own name. An office maintained, occupied and used by a Respondent only for the duration of a contract will not be considered a permanent place of business. An

Please Check One:

Sole Proprietorship: <input type="checkbox"/>	Limited Liability Company: <input type="checkbox"/>	Corporation: <input type="checkbox"/>	Partnership: <input type="checkbox"/>
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**If a Sole Proprietorship**

Respondent's Full Legal Name:

Does the Respondent have a "permanent place of business" in New York, as defined above?

**Yes**  **No**

If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below.

Street Address:

City:	State:	ZIP Code:
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Mailing Address (if different from Street Address):

City:	State:	ZIP Code
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Owner's Full Legal Name:

Number of years engaged in business under "Sole Proprietor" or Trade Name:



**If a Corporation**

Respondent's Full Legal Name:

Does the Respondent have a "permanent place of business" in New York, as defined above?

Yes  No

If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below.

Respondent's Full Legal Name:

Street Address:

City:	State:	ZIP Code:
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Mailing Address (if different from Street Address):

City:	State:	ZIP Code:
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Owner's Full Legal Name:

Number of years engaged in business:

Name of Current Officers:

Chief Executive Officer:

President:

CFO/Treasurer:

Secretary:

**If a Limited Liability Company**

Respondent's Full Legal Name:

Does the Respondent have a "permanent place of business" in New York, as defined above?

Yes  No



If yes, please provide full street address (Not a P.O. Box) of that “permanent place of business” below.

Street Address:

City:	State:	ZIP Code:
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Mailing Address (if different from Street Address):

City:	State:	ZIP Code:
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Owner’s Full Legal Name:

Number of years engaged in business:

Number of Current Manager(s) or Member(s):

**If a Partnership**

Respondent’s Full Legal Name:

Does the Respondent have a “permanent place of business” in New York, as defined above?

Yes  No

If yes, please provide full street address (Not a P.O. Box) of that “permanent place of business” below.

Street Address:

City:	State:	Zip Code:
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Mailing Address (if different from Street Address):

City:	State:	Zip Code:
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Owner’s Full Legal Name:

Number of years engaged in business:



Names of Current Partner(s):

**Disclosure Form Authorization**

**Firm Name:** \_\_\_\_\_ **Address**

\_\_\_\_\_

**Signed By:** \_\_\_\_\_ **Title**

\_\_\_\_\_

**Date:** \_\_\_\_\_ **Telephone #** \_\_\_\_\_

\_\_\_\_\_

The signatory must be an authorized representative of the Respondent with full power and authority to execute this Disclosure Form.



## **EXHIBIT C INSURANCE**

The Contractor shall provide for itself and maintain at its own cost and expense until the completion of the Work the following forms of insurance issued by an insurance company licensed to do business in the State of New York:

(a) Commercial General Liability coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate. If CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each Property. The Contractor's insurance shall include contractual liability coverage and completed operations coverage. CGL coverage shall be written on an "occurrence" basis with coverage as broad as the Insurance Service Office form and no policy provisions may restrict, reduce, limit or otherwise impair contractual liability coverage or the status of any additional insured party.

(b) Comprehensive Automobile Liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per accident.

(c) Commercial Liability Umbrella coverage with limits of liability not less than One Million Dollars (\$1,000,000.00).

(d) Workers' Compensation and Employers' Liability in form and amounts required by law.  
The

"Troy Community Land Bank, Inc." shall be named as an additional insured on the policies required by subparagraphs (a), (b), (c) (d) and (e) above on a primary and non-contributory basis. The Contractor shall furnish certificates of insurance to the TCLB and corresponding policy endorsement setting forth the required coverage hereunder prior to entering the Property or commencing any Work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation or suspension to the additional insured parties.

All insurance required by this contract shall be on a primary and non-contributory basis to any insurance maintained by the TCLB. The Contractor's policy may not contain any exclusion for New York Labor Law injury to any employees, whether employed by the Contractor or a subcontractor, or any other person performing any portion of the Work. The Contractor and his insurer shall waive all rights of subrogation against the TCLB and all



other Indemnified Parties, on the policies required by subparagraphs (a), (b), (c), (d) and (e) above.

(e) Subcontractors must have an unmodified Commercial General Liability policy without limitation with respect to Employers Liability and injury to independent contractors. The Contractor shall have the affirmative duty to ensure that all subcontractors hired carry insurance with the same limits and provisions supplied herein. The Contractor agrees to cause each subcontractor to furnish the TCLB with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such Contractor entering the Property or commencing any Work. Indemnification by the Contractor. To the fullest extent permitted by applicable law, the contractor shall indemnify, defend, and hold harmless the Land Bank and its contractors, officers, directors, servants' agents, representative and employees (each, individually, an "indemnified party" and, collectively, the "indemnified parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suites, claims, damages, penalties, obligations, demands or judgements of any nature, including, without limitation, for death, personal injury, and property damage and claims brought by third parties for personal injury and/or property damage (Collectively, "Damages") incurred by any identified party to the extent caused by (i) and breach of this contract by the contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, of (ii) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Contract or the work. This paragraph shall survive the termination or expiration of this contract.



**EXHIBIT D NON-COLLUSION AFFIDAVIT**

State of New York, County of \_\_\_\_\_, being first duly sworn, deposes and says that:

(1) That he/she is \_\_\_\_\_ (owner, partner, officer, representative or agent) of \_\_\_\_\_, the bidder that has submitted the attached bid.

(2) That he/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.

(3) That such bid is genuine and is not a collusive or sham bid.

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired,

connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, or to fix any overhead, profit or cost element of the bid price or to fix any overhead, profit or cost secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Land Bank; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

State of New York ) ss.: County of ( \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public/Commissioner of Deeds



**EXHIBIT E IRAN DIVESTMENT ACT CERTIFICATION**

By submitting a Proposal in response to this RFP or by assuming the responsibility of a contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offeres Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the RFP, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Troy Community Land Bank receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Troy Community Land Bank will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Troy Community Land Bank shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Troy Community Land Bank reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Firm Name: \_\_\_\_\_ Authorized Signor Signature: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Authorized Signor (Please print): \_\_\_\_\_

State of New York ) ss.:

County of )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public/Commissioner of Deeds